

Contract no. 392

COLLECTIVE BARGAINING AGREEMENT

Between The

EVESHAM TOWNSHIP EDUCATION ASSOCIATION

And The

EVESHAM TOWNSHIP BOARD OF EDUCATION

For The

SCHOOL YEARS

1990-1992

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ARTICLE I

PREAMBLE

A. Recognition

1. The Evesham Township Board of Education has recognized the Evesham Township Education Association as the representative for negotiations concerning terms and conditions of employment for all Evesham Township School District personnel specifically named in section A.2. below within the scope of N.J.S.A. 34:13A-1 et seq. known as the New Jersey Employer-Employee Relations Act, and as modified and interpreted by the Public Employers Relations Commission through its Rules and Regulations.
2. That recognition agreement between the Evesham Township Board of Education and the Evesham Township Education Association will include teachers, speech therapists, librarians, guidance counselors, school psychologists, learning disabilities teacher-consultants, social workers, nurses, classroom aides, health aides, library clerks, teacher assistants, secretaries, bus drivers, bus mechanics, maintenance personnel, custodial personnel, and food service personnel but will exclude all administrators and supervisors.

B. Definitions

1. As used hereinafter, the term "employee" shall apply to all members of the bargaining unit.
2. As used hereinafter, the term "teacher" shall apply to teachers, speech therapists, librarians, guidance counselors, school psychologists, learning disability teacher-consultants, social workers and nurses.
3. As used hereinafter, the term "paraprofessional employee" shall apply to classroom aides, health aides, library clerks and teacher assistants.
4. As used hereinafter, the term "support staff employee" shall apply to bus drivers, bus mechanics, maintenance personnel and custodial personnel.
5. As used hereinafter, the term "custodian" shall apply to non-supervisory custodians.
6. As used hereinafter, the "term food service personnel" shall apply to all cafeteria workers and Assistant I personnel but shall not include dishwashers and/or cook-managers.

7. As used hereinafter, the term "secretaries" shall include: school secretaries, central office secretaries, secretary to the Child Study Team, payroll bookkeepers, and library secretary in the Evesham Township Public Schools, but exclude:
 - a. Superintendent's secretary
 - b. Assistant Superintendent's secretary
 - c. Secretary to the School Board Secretary/Business Administrator.
 - d. Secretary to Director of Personnel
8. As used hereinafter, the term "non-teacher" shall apply to all paraprofessional employees and all support staff employees.
9. As used hereinafter, the term "probationary employee" shall apply to (1) any support staff who is employed less than or equal to sixty (60) calendar days from the date the employee actually commences working or (2) any paraprofessional employee who is employed less than or equal to thirty (30) calendar days from the date he/she actually commences working. During this probationary period, said employees may be disciplined or discharged at the sole discretion of the Board, and such decision shall not be subject to the provisions of the grievance procedure. Moreover, during the first (1st) thirty (30) calendar days of their actual employment, probationary support staff employees shall neither receive nor accrue "insurance protection" benefits as provided in Article V.

ARTICLE II
PROCEDURE

The Evesham Township Education Association (hereinafter referred to as the Association) and the Evesham Township Board of Education (hereinafter referred to as the Board) hereby agree that the procedures listed below will be adhered to during all negotiations between the Association and the Board.

A. Negotiations shall begin in accordance with the law. Any agreement that is negotiated shall apply to all personnel as covered in the Preamble, be reduced to writing, and be presented to the Association and the Board for adoption.

B. Neither party in any negotiation shall have any control over the selection of the negotiation representatives of the other party.

1. The maximum number of representatives on Association and Board negotiating teams shall be equal. This number shall be mutually agreed upon at the first negotiating session.
2. Either party may bring in legal and/or professional advisors, having given forty-eight (48) hours notice.
3. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

C. Negotiations

1. All public financial records shall be available to the Association for inspection no later than December 15 of each year.
2. The parties shall meet at least once every two weeks until the negotiation agreement is reached, unless other arrangements have been mutually agreed upon.
3. Negotiation sessions are not to last more than three (3) hours unless mutually agreed upon.
4. The Association and the Board agree that any attempt to coerce, to dominate, to censor or to penalize any participant in the negotiations shall be recognized as a breach of good faith.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by any employee and/or group of employees desiring to appeal the application or violation of policies, administrative decisions, and the negotiated agreement affecting them.
2. The term "grievance" and the procedure related thereto shall not be deemed applicable in the following instances:
 - a. The failure or refusal of the Board to renew a contract of a nontenure employee.
 - b. All things that are by law beyond the scope of the Board's authority or are limited to this Board alone.
3. All days herein shall be construed to mean school days.
4. The term grievant shall mean the employee and/or group of employees filing a grievance.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

- C. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- D. Except for group grievances which shall be initiated by the Association at the Superintendent's level, any employee who has a grievance shall discuss it first with his principal (or immediate supervisor, if applicable) in an attempt to resolve the matter informally at that level.

E. Procedures

1. To the immediate principal or supervisor:
 - a. A grievance, to be considered under the procedure, must be initiated by the employee within twenty-five (25) days of its occurrence.

- b. The request for a meeting does not have to be made in writing.
- c. The employee(s) may be represented at this meeting with a person of his/her own choosing.
- d. The employee(s) shall set forth the grievance in writing to the principal or supervisor, specifying:
 - (1) the nature of the grievance;
 - (2) the nature and extent of the injury, loss or inconvenience;
 - (3) the contractual or other basis of the grievance;
 - (4) the remedy sought.
- e. The principal or supervisor shall communicate his decision to the grievant in writing within five (5) days of receipt of the written grievance.
- f. If the grievance is not successfully resolved at the meeting, the employee(s) must wait at least two days before proceeding with the complaint to the superintendent of schools.

2. To meet with the superintendent:

- a. If the grievant is dissatisfied with the resolution of the grievance by the principal or immediate supervisor, he may, not later than twenty-five (25) days after the receipt of the decision of the principal or immediate supervisor, forward the written grievance statement to the superintendent and request a meeting.
- b. If the employee(s) wishes to have representation present at this meeting, the name of the individual and/or the organization must be presented in writing to the superintendent.
- c. Within twenty (20) days of his receipt of the grievance, the superintendent shall meet with the grievant and communicate his decision in writing to the grievant and the immediate principal or supervisor.

- 3. If the grievance is not resolved to the grievant's satisfaction, not later than five (5) days after receipt of the superintendent's decision, the grievant may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, with a copy to the Secretary of the Board of Education. The Board shall review the grievance and shall hold a hearing with the grievant and render a decision in writing within twenty-five (25) days of receipt of the grievance by the Board Secretary. During the hearing, the grievant shall have a right to be represented by counsel of his/her choosing and shall have the right to examine and cross-examine witnesses and to produce witnesses. The Board shall be notified at least forty-eight (48) hours prior to the hearing of the grievant's representative.
- 4. The decision of the Board shall be final and binding for all non-teacher grievances. The decision of the Board shall be final and binding for all teacher and secretarial personnel grievances except as otherwise provided hereinbelow:
 - a. Those from which there is an established appeals procedure through an appropriate governmental agency or court.
 - b. Those which concern themselves with the application or violation of the terms and conditions of employment as specified in writing in the negotiated agreement and for which there is no appeals procedure as set forth above.
- 5. If the teacher or secretary is dissatisfied with the decision of the Board and if the grievance pertains to a violation of the terms and conditions of employment as specified in writing in this agreement between the Board and the Association, the Association may request the appointment of an arbitrator, such request to be made known to the superintendent no later than ten (10) days after the decision, in writing, of the Board.
 - a. Said arbitration shall be final and binding and shall be conducted under the rules of the American Arbitration Association.
 - b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. Only the Board, the Association, and the aggrieved shall be given copies of the arbitrator's opinion and award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

- c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.
- d. No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.
- e. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring same.
- F. In the event a grievance, if filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- G. The number of days indicated at each level shall be considered as a maximum; however, the time limits specified may be extended by mutual agreement. Failure of the grievant to meet the next step within the specified time limit shall be deemed a withdrawal of the grievance. Failure of the Board to meet the next step within the specified time limit shall automatically advance the grievance to the next grievance level; however, if the grievance is nonarbitrable, and there is no next level, then failure of the Board to meet the next step within the specified time limit shall permit the dispute to be submitted to the Public Employment Relations Commission.

ARTICLE IV

SALARIES

A. Teachers

- 1. The salaries of the teachers covered by this Agreement are set forth in Schedules A and B attached hereto and made a part hereof.
- 2. Salary Schedule A reflects an average increase for the 1990-91 school year of 9.6% over the 1989-90 salary guide. The above percentages shall be inclusive of increments, differentials and longevity including movement to a longevity step.

Salary Schedule B reflects an average increase for the 1991-92 school year of 9.2% over the 1990-91 salary guide. The above percentages shall be inclusive of increments, differentials and longevity including movement to a longevity step.

- 3. Payment for extracurricular activities shall be made in accordance with Schedule C which is attached hereto and made a part hereof.
- 4. Nothing in this agreement shall affect the rights of the guidance counselors, social workers, learning disabilities teachers and psychologists who began employment before December 1974 in that their salary difference shall continue as in the past. (Guidance Counselor - Salary Guide plus \$800.00. Social Worker, Learning Disabilities Teacher and Psychologist - Salary Guide plus \$600.00.) All future candidates for these positions shall be employed on the teachers' salary scale.
- 5. Team Leaders shall receive a salary differential of \$1100 during the 1990-1991 school year and a salary differential of \$1331 during the 1991-1992 school year.

B. Paraprofessional Employees

- 1. The salaries of the paraprofessional employees covered by this Agreement are set forth in Schedules D-1 and D-2 attached hereto and made a part hereof.

2. Paraprofessional employees shall receive average paychecks based upon the total number of hours they are scheduled to work during the school year divided by the number of paychecks in that school year. Adjustments reflecting the actual hours worked through November will be added to or subtracted from the last paycheck in December; adjustments reflecting the actual hours worked for December through June will be added to or subtracted from the final paycheck in June. This procedure is not, however, to be interpreted as meaning that said paraprofessional employees are salaried.

C. Support Staff

1. The salaries of support staff employees covered by this Agreement are set forth in Schedules E-1 and E-2 attached hereto and made a part hereof.

2. Bus Drivers

During the school year, bus drivers shall receive average paychecks based upon the total number of hours they are scheduled to work during the school year divided by the number of paychecks in that school year. Adjustments reflecting the actual hours worked through November will be added to or subtracted from the last paycheck in December; adjustments reflecting the actual hours worked for December through June will be added to or subtracted from the final paycheck in June. Bus drivers will be paid for hours worked during the summer months on the last pay period of the month in which said work hours occurred. This procedure is not, however, to be interpreted as meaning that said bus drivers are salaried.

Bus drivers shall be paid their contracted, hourly rate for all regularly scheduled runs up to and including forty (40) hours per work week. Drivers shall be paid one and one-half (1-1/2) times their hourly rate for any regularly scheduled runs in excess of forty (40) hours per work week.

Bus drivers shall be paid the applicable regular rate for each hour of work pertaining to the following assignments: late runs, inspections, extra half-day runs, in-service meetings and meetings called by coordinator (required attendance), required training sessions, "test runs" of new routes, field trips, kindergarten substitutes, shuttles, bus repairs, St. Joan substitutes, SCE, and Title VIB substitutes. Kindergarten runs and shuttle runs shall be a guaranteed one (1) hour minimum.

3. Bus Mechanics and Maintenance Personnel

Bus mechanics and maintenance personnel shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all times worked in excess of forty (40) hours per work week. For purposes of calculating overtime, paid sick days and paid holidays shall count as regular work days.

When a bus mechanic and/or maintenance personnel employee is requested to return to work, he/she shall be compensated two (2) hours at regular time if the call back is not contiguous to his/her regular workday. All "actual" time worked during a "call back" shall be calculated at the end of each work week and credited toward overtime.

The "head mechanic" designated by the Board of Education shall receive an additional one thousand dollars (\$1,000). Said stipend shall not negatively effect the head mechanic who presently holds the position (March 1, 1988).

Maintenance personnel shall be required to obtain the Black Seal Fireman's License within one (1) year of employment or they shall be discharged. This provision shall not be subject to the grievance procedure set forth in this Agreement.

4. Custodians

a. Custodians shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all authorized time worked in excess of forty (40) hours per work week. For the purpose of calculating overtime, paid sick days and paid holidays shall count as regular work days.

b. Overtime work will be allocated based on a listing of custodians by school and by alphabet. The overtime work will be offered using this list and if a custodian is called and is not available, his name will be moved to the bottom of the list. If no custodian volunteers to work, the supervisor shall assign a custodian based upon his ability to do the job.

5. Food Service Employees

- a. Food Service Employees shall be paid at the rate of one and one half (1 1/2) times their regular hourly rate for all authorized time worked in excess of forty (40) hours per work week. For the purpose of calculating overtime, paid sick days and paid holidays shall count as regular work days.
- b. A uniform allowance of one hundred fifty dollars (\$150) per contract year shall be granted to all Food Service Employees in accordance with the provisions set forth below: Permanent employees shall receive payment during the month of September; probationary employees shall receive payment upon satisfactory completion of the requisite probationary period provided said probationary period is completed prior to the last day of school for students.

For purposes of this provision, it is understood that the Board reserves the right, upon prior notice, to request receipts or other written verification of uniform expenditures.

- D. The salaries of secretarial personnel covered by this Agreement are set forth in Schedules F-1 and F-2 attached hereto and made a part hereof.
- E. The salaries of custodial personnel covered by this Agreement are set forth in Schedules G-1 and G-2 attached hereto and made a part hereof.
- F. The salaries of food service personnel covered by this Agreement are set forth in Schedules H-1 and H-2 attached hereto and made a part hereof.

G. Employees

1. Employees who are authorized in writing to use their own automobiles in the performance of their duties and employees who are assigned to more than one school per day shall be reimbursed for all such travel at the rate of twenty five and one-half cents (25.5 cents) per mile for all authorized driving done after arrival at the first location at the beginning of the work day.
2. Paychecks will be issued on alternate Fridays.

ARTICLE V
INSURANCE PROTECTION

A. Teachers and Secretaries

1. The Board will provide a family hospital plan and major medical coverage.
2. The Board shall provide, on a co-pay basis with the teacher and secretary, prescription, optical and dental insurance plans for teachers and secretaries, their spouses, and dependent children. The Board shall pay seventy-five percent (75%) of each premium and the teacher and/or secretary shall contribute twenty-five percent (25%).
3. The Board will pay fifty percent (50%) of the payment for an income protection plan designated by the Association up to a maximum of one hundred twenty-five dollars (\$125) per teacher and one hundred fifty dollars (\$150) per secretary. Application for this coverage must be made by the individual.

B. Paraprofessional Employees

1. The Board will provide a family hospital plan and major medical coverage to classroom aides, health aides and library clerks who are employed a minimum of thirty (30) hours per week.
2. Paraprofessionals regularly scheduled to work at least twenty-five (25) hours per week but less than thirty (30) hours per week shall receive 75% paid family Blue Cross, Blue Shield and Major Medical.
3. The Board shall provide, on a co-pay basis with the paraprofessional employee, prescription, optical and dental insurance plans for classroom aides, health aides and library clerks who are employed a minimum of thirty (30) hours per week, their spouses, and dependent children. The Board shall pay seventy-five percent (75%) of each premium and the eligible paraprofessional employee shall contribute twenty-five percent (25%).
4. Paraprofessional employees are not eligible for an income protection plan.

C. Bus Mechanics, Custodians, and Maintenance Personnel

1. The Board will provide a family hospital plan and major medical coverage to bus mechanics, custodians, and maintenance personnel who are employed a minimum of thirty (30) hours per week.

2. In the event of a serious illness or accident, a bus mechanic, custodian and/or maintenance personnel employee who completely utilizes his/her entire sick leave entitlement (including all accumulated sick days) as a result of said incident shall be permitted to utilize his current vacation entitlement to extend his/her sick leave. If the nature of the illness or accident is such that the individual, in all probability, will eventually return to work, he/she also shall be permitted, if necessary, to use his/her vacation entitlement for the next school year in order to extend his/her sick leave. During this "extended sick leave," the individual shall, continue to receive his/her insurance benefits at Board expense.

Thereafter, if the individual is still unable to return to work as a result of his/her accident or illness, the Board shall continue to provide hospitalization and major medical coverage as described in subsection C. 1. hereinabove for one (1) additional month following the expiration of the individual's last day of vacation.

It is understood, however, that this benefit shall not apply unless/until the individual has completed at least one (1) full year plus one (1) day of continuous employment in the district and his/her personnel record shows an average sick leave usage of less than five (5) days per year for three-fourths (3/4) of his/her years in the district as of the day said accident or illness occurred. If the individual has been continuously employed by the district for more than one (1) year plus one (1) day but less than four (4) full years, individual circumstances shall be considered.

3. The Board shall provide, on a co-pay basis with the bus mechanic, custodian, and/or maintenance personnel employee, prescription, optical and dental insurance plans for bus mechanics, custodians, and maintenance personnel who are employed a minimum of thirty (30) hours per week, their spouses, and dependent children. The Board shall pay seventy-five percent (75%) of each premium and the eligible bus mechanic, custodian, and/or maintenance personnel employee shall contribute twenty-five percent (25%).
4. The Board will pay fifty percent (50%) of the payment for an income protection plan designated by the Association up to a maximum of one hundred twenty-five dollars (\$125) per bus mechanic, custodian, and maintenance personnel employee who is employed a minimum of thirty (30) hours per week. Application for this coverage must be made by the individual.

D. Bus Drivers

1. The Board will provide a family hospital plan and major medical coverage for contracted full-time bus drivers.

2. The Board shall provide, on a co-pay basis with the bus driver a prescription insurance plan for full-time bus drivers, their spouses, and dependent children. The Board shall pay seventy-five percent (75%) of the premium and the eligible bus driver shall contribute twenty-five percent (25%). Optical and dental insurance plans shall be available at full cost to a bus driver.
3. The Board will pay fifty percent (50%) of the payment for an income protection plan designated by the Association up to a maximum of one hundred twenty-five dollars (\$125) per contracted, full-time bus driver. Application for this coverage must be made by the individual.

E. Food Service Personnel

1. The Board will provide a family hospital plan and major medical coverage to food service personnel who are employed a minimum of thirty (30) hours per week.
2. The Board shall provide, on a co-pay basis with the food service personnel, prescription, optical and dental insurance plans for food service personnel who are employed a minimum of thirty (30) hours per week, their spouses, and dependent children. The Board shall pay seventy-five percent (75%) of each premium and the eligible food service personnel employee shall contribute twenty-five percent (25%).
3. The Board will pay fifty percent (50%) of the payment for an income protection plan designated by the Association up to a maximum of one hundred twenty-five dollars (\$125) per food service personnel employee who is employed a minimum of thirty (30) hours per week. Application for this coverage must be made by the individual.

F. Procedures

1. The Board and the Association will mutually agree upon any changes in the company(s) and/or insurance plan(s). Application for this coverage must be made by the eligible employee. (The Board and Association agree to minimize duplication of any medical coverage by spouse.)
2. Eligible employees shall be entitled to insurance protection as provided herein upon completing and submitting the Annual Request for Insurance Protection Form in accordance with administrative procedures. Said form shall include the marital status of the eligible employee, the specific plan or plans desired, and shall be signed by the eligible employee authorizing the Board of Education to withhold a twenty-five percent (25%) contribution for the specific plan or plans selected.

3. No eligible employee shall be required to participate in any plan; however, no additional compensation shall be made to an eligible employee who opts not to select insurance coverage.
4. The Board will make available to all eligible retired employees the same health care coverages as provided in paragraphs A or B above, as appropriate, providing the retirees shall pay the cost of such coverage as billed and so long as it be of no cost to the Board.

ARTICLE VI
TUITION AID

A. Teachers

1. Teachers shall be reimbursed for tuition, registration fees, and books up to a maximum of eleven hundred dollars (\$1,100) per teacher per school year according to the formula set forth hereinbelow:

GRADE REPORT (or EQUIVALENT)	PERCENTAGE OF INDIVIDUAL MAXIMUM
"A"	= one hundred percent (100%)
"B"	= seventy-five percent (75%)
"C"	= fifty percent (50%)

2. The following guidelines shall be the deciding factors to determine course requirement; however, courses which fall under paragraphs d and e below shall be subject to the prior approval of the assistant superintendent (curriculum coordinator).

Teachers may request the assistant superintendent to reconsider approval of a course for which approval is required, but was denied, if such request is made in writing within fourteen (14) months of the completion of the course.

- a. Courses taken while matriculating in a regular graduate program in the field of education or in the same educational field as the instructor is teaching, or
- b. Courses taken at the graduate level in the field of education, or
- c. Courses taken at the graduate level which are in the same educational field as the instructor is teaching, or
- d. Courses taken in school administration at the graduate level, or
- e. Courses taken at the graduate and undergraduate level which are in a specialized area and are of a meaningful benefit to the students and/or the school district.

3. Only credits earned at institutions accredited by a national or regional accreditation commission such as, but not limited to, The Middle States Association of Colleges and Secondary Schools, shall be recognized.

B. Paraprofessional Employees

1. Paraprofessional employees shall be reimbursed for the cost of tuition for college courses up to a maximum of four hundred dollars (\$400) per paraprofessional employee per contract year according to the formula set forth hereinbelow:

GRADE REPORT (or EQUIVALENT)	PERCENTAGE OF INDIVIDUAL MAXIMUM
"A"	= one hundred percent (100%)
"B"	= seventy-five percent (75%)
"C"	= fifty percent (50%)

2. Said courses must be either (1) in the field of education or (2) of a meaningful benefit to the students and the school district and, in either case, approved in advance by the superintendent or his designee. Moreover, no more than one (1) course shall be reimbursed during either the fall or spring semesters.
3. Only credits earned at institutions accredited by a national or regional accreditation commission such as, but not limited to, The Middle States Association of Colleges and Secondary Schools, shall be recognized.
4. The board shall pay one hundred percent (100%) of tuition for paraprofessional employees who are required by the Board or Superintendent to take courses or programs of study.

C. Support Staff Employees

1. Maintenance personnel shall be reimbursed fifty percent (50%) of tuition for courses which lead to certification as electrician, plumber, carpenter, mason provided that (1) all courses are approved in advance by the superintendent or his designee and (2) the support staff employee must be actively employed at the time said reimbursement occurs.
2. The Board shall pay one hundred percent (100%) of tuition for support staff employees who are required by the Board or superintendent to take courses or programs of study.

D. Secretaries

Tuition reimbursement will be considered for courses or workshops that help develop secretarial or bookkeeping skills which may be offered from time to time, with prior approval of the Superintendent or his designee.

E. Employees

1. The Board shall reimburse up to thirty thousand dollars (\$30,000) for tuition aid under this Article. If total tuition aid exceeds the amounts specified herein, the total amount available will be distributed proportionately.
2. Appropriate proof must be presented to the superintendent by October 15 and within fourteen months of the completion of the course unless in the case of an extreme emergency. This information includes a receipt and a grade report of C or higher.
3. Reimbursement will be made no later than the November 30th immediately following submission of proof, unless mutually agreed upon by the Board and Association.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

Each employee shall be entitled to the following leaves of absence with full pay each school year:

- A. All teachers and paraprofessional employees shall be entitled to sick leaves as specified by state law. Steadily employed secretaries, bus drivers, bus mechanics, custodians, maintenance personnel and food service personnel shall be entitled sick leave as follows: twelve (12) month support staff employees shall receive twelve (12) days per year and ten (10) month support staff employees shall receive ten (10) days per year. Said days shall be credited as of July 1. A new employee whose contract is effective after July 1 shall receive one (1) day of sick leave for each remaining month of the contract period and such days shall be credited upon his/her initial employment. All employees shall be given an accounting of accumulated sick leave days prior to commencement of assigned duties each academic year.
- B. A teacher with a minimum of fifteen (15) years of teaching service in the district shall be paid for his/her accumulated sick leave in accordance with the conditions set forth hereinbelow:
 1. The teacher actually retires in accordance with the provisions of TPAF; however, a teacher who opts to "defer benefits" under TPAF shall not qualify for this benefit;
 2. The teacher must have a minimum of fifty (50) accumulated sick days;
 3. The teacher must notify in writing the Board of Education by December 1 of the calendar year preceding the effective date of retirement. Failure to comply with this procedure will result in a delay of payment until such time that (1) the Board allocates the money in its next annual budget and (2) said budget becomes effective;
 4. The rate of reimbursement shall depend upon the teacher's actual number of accumulated sick days: twenty dollars (\$20) per day for all days up to seventy-five (75); twenty-five dollars (\$25) per day for all days seventy-six (76) through one hundred fifty (150); thirty dollars (\$30) for all days beyond one hundred fifty (150);
 5. Notwithstanding the formula set forth in subsection 4 hereinabove, the individual maximum payment shall be forty-five hundred dollars (\$4,500) during the 1990-1991 and 1991-1992 school years;

6. Non-teachers shall not be eligible for compensation for unused accumulated sick leave.

C. A maximum of four (4) days in any one year for teachers and twelve month secretaries and a maximum of three (3) days in any one year for all other non-teachers shall be allowed for personal business with full pay under the following conditions:

1. Personal business leaves will be granted only for personal emergencies and urgent personal business which cannot be transacted outside employment hours.
2. Requests for personal business leaves will be given to the superintendent or his designee at least forty-eight (48) hours in advance of the leave day requested, except in the case of an emergency at which time the employee shall submit the request and the reason for the absence as soon as possible.
3. No personal business leaves shall be approved preceding or following a holiday or holiday weekend, unless in the case of an emergency, at which time the employee shall give the reason for the absence.

4. Requests for Personal Business Leave

- a. Teachers:
Requests for the fourth (4th) day of personal business leave must set forth in writing the reason for the absence. The granting of the fourth (4th) day of personal business leave is subject to the prior written approval of the superintendent or his designee. It is understood that in the case of emergencies, the superintendent's review might not precede the taking of the leave day.
- b. Secretaries:
All requests will be submitted on the attached form.
- c. Other Non-teachers:
All requests for personal business leaves must set forth in writing the reason for the absence. The granting of personal business leaves is subject to the prior written approval of the superintendent or his designee. It is understood that in the case of emergencies, the superintendent's review might not precede the taking of the leave day.

5. For employees who begin employment February 1 or thereafter, this leave shall be limited to one day.

REQUEST FORM FOR ABSENCE DUE TO PERSONAL BUSINESS FOR SECRETARIES

No employee shall be absent from school for personal business unless permission has been received in advance from the superintendent, or if he/she is not available, from the building principal or secretary of the Board of Education. Personal business as herein defined shall include: religious holidays, moving household, closing conference for property sale, graduation, serious illness in family, or any approved emergency.

SCHOOL 1

DATE _____

I hereby request a personal business day on _____ for the following reason:

- Religious holiday
- Moving household
- Closing conference for property sale
- Serious illness in family
- Legal appointment
- Medical appointment
- Graduation
- Confidential reason (approved by immediate supervisor)
- No reason need be given on very personal matters

Initials _____

Emergency (must be approved) please explain:

Approved:

Not Approved:

Signature _____

6. All unused personal days shall be accumulated as sick leave.

D. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year because of deaths in the family:

1. Death in the immediate family

a. Employees may be absent from school or worksite without loss of pay for a period not to exceed five (5) days.

b. Definition: immediate family is construed to mean parents, spouse, child, sister, brother, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren, other persons residing in the household.

2. Death of a near relative

a. Employees may be absent from school or worksite without loss of pay for the period of two (2) days because of the death of a near relative.

b. Definition: A near relative shall be construed to mean an uncle, aunt, niece or nephew.

ARTICLE VIII

EMPLOYEES RIGHTS

A. Employees

1. Individual Contract: Any individual contract between the Board and an employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

2. Bulletin Boards: The Association shall be provided a bulletin board in every employees' lounge for the exclusive use of the Association.

B. Teachers

1. Criticism of Teachers: Any question or criticism by a supervisor, administrator or Board member of a teacher and his or her methodology, shall be made in confidence and not in the presence of students, parents, or other public gatherings.

C. Paraprofessional Employees

1. Criticism of Paraprofessional Employees: Any question or criticism by a supervisor, administrator, Board member or teacher of a paraprofessional employee and his or her performance shall be made in confidence and not in the presence of students, parents, or other public gatherings.

2. New paraprofessional employees shall be hired on a thirty (30) day probationary period before being issued an employment contract.

3. Seniority based upon continuous years of service in the district according to job classification shall be used in cases of layoff or recall. Upon recall, paraprofessional employees shall be restored to the seniority level and salary step consistent with their level and step prior to layoff.

4. The Board may approve a request for a leave of absence without pay of up to one year for any reason deemed appropriate by the superintendent or his/her designee. A similar position shall be available for the support staff employee upon termination of the leave.

D. Support Staff

1. Seniority based upon continuous years of service in the district according to job classification shall be used in cases of layoff or recall provided, however, that the employee possesses the requisite training, skills and ability to satisfactorily perform the job duties and responsibilities as determined by the superintendent. Upon recall, support staff employees shall be restored to a similar position at the seniority level and salary step consistent with their level and step prior to layoff.
2. The Board may approve a request for a leave of absence without pay of up to one year for any reason deemed appropriate by the superintendent or his/her designee. A similar position shall be available for the support staff employee upon termination of the leave.
3. Employment may be terminated by either party on two (2) weeks written notice and with a written statement of reasons. This provision shall not apply to probationary employees.
4. Bus Drivers
 - a. Field trips and other bus driver assignments shall be divided equally on a seniority basis in a cycle rotation until the list is exhausted. In the event no driver is willing to accept the field trip/other assignment, the driver whose name is at the top of the eligibility list may be required to make the trip.
 - b. When bus drivers are assigned to a driving situation deemed to be "difficult" by the Superintendent of Schools or his designee, at least two (2) buses or one (1) extra driver may be assigned.
 - c. Seniority shall be the basis for choosing bus runs, with kindergarten runs chosen first.

5. Bus Mechanics and Maintenance Personnel

- a. Maintenance personnel and bus mechanics are required to be tidy in their personal dress. Uniforms, if provided by the Board, are required to be worn during the workday and at such other times when the employee is required to work overtime. In addition, maintenance personnel and bus mechanics, except probationary employees, shall receive one pair of work boots/"safety shoes" per contract year. If, however, said probationary employees satisfactorily complete the sixty (60) day probationary period, they shall also be entitled to the above benefit in the first year of their employment provided that a minimum of six months (183 days) remain from the completion of their probationary period until the end of the current contract year.

E. Secretaries

1. Whenever any secretary is required to appear for a hearing before the Superintendent, the Board or any committee thereof, concerning the continuation of that secretary in the respective office, position or employment, or the salary thereto, they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of their choosing present to advise and represent them during such meeting or interview.
2. No secretarial employee shall be reprimanded or criticized in the presence of students, parents or other members of the public.
3. When a position which pays a higher rate and which encompasses a higher level of responsibility within a secretarial job classification becomes vacant, notice of such vacancy shall be made available to the Association to allow prospective applicants to apply. Secretarial employees may apply for such position in writing subject to the same procedures and standards as any other applicant. The Board's decision whether to hire such employee shall be at its discretion and shall not be the subject of a grievance procedure.
4. Any secretarial employee who is resigning from their position shall give a minimum of two (2) weeks notice.
5. Secretarial employees shall be notified of their contract and salary status for the ensuing year no later than April 30th.

6. Seniority Provisions

- a. In the event a secretarial employee must be laid off, said layoff will be made on the basis of district-wide seniority, insofar as the secretarial employee(s) making the seniority claim possesses the necessary job skills and qualifications to perform in the position being claimed. Seniority shall be defined as continuous employment in the Evesham Township School District.
- b. In the event a secretarial vacancy occurs, laid off employees shall be entitled to recall in order of seniority so long as the employee making the recall claim possesses the skills and qualifications to fill the vacant position.
- c. No new secretarial employee may be hired while a secretary who meets job skills and qualification requirements is still on layoff.
- d. When secretaries are recalled to work, they shall be restored to the appropriate step of the salary scale receiving credit for all time served in Evesham. All accumulated sick time and all other benefits aid secretarial employee has at time of layoff shall be restored in their entirety upon the return of the secretary.
- e. Seniority shall not be accumulated during the period of layoff or approved leave of absence. Upon recall or return from approved leave of absence, employees shall have their accumulated seniority to the date of layoff or commencement of approved leave of absence.

f. Procedure for Recall:

- (1) Tenured secretaries on layoff shall be considered as awaiting recall.
- (2) Tenured secretaries on layoff shall be recalled in reverse order of layoff when vacancies occur.
- (3) While tenured secretaries are on layoff there will be no new hires for unit positions unless:
 - (a) No tenured secretary on layoff is certified to fill the vacant position.
 - (b) All certificated tenure secretaries on layoff decline the offer to fill the vacancy.
 - (c) No tenured secretaries on layoff request the vacant position within thirty (30) days from the time of the notice of its availability.
 - (d) To decline job offer will result in removal from the recall list.
- (4) Secretaries on layoff shall retain recall rights for two (2) years.

g. A list establishing the order of recall according to the above standards shall be drawn by the Board.

ARTICLE IX

HOURS OF WORK

A. Bus Drivers

1. Bus drivers will work a minimum of four (4) hours per day and a minimum of one hundred eighty (180) days per year. The time will include cleaning time, checking tires and brakes, and fueling his/her own vehicle.

B. Bus Mechanics, Custodians, and Maintenance Personnel

1. The workday for full-time mechanics and maintenance employees shall consist of eight and one-half (8-1/2) consecutive hours, Monday through Friday, including one (1) thirty (30) minute lunch period, and two (2) ten (10) minute break periods.

C. Secretaries

1. All full time secretaries shall work seven (7) hours per day excluding one-half(1/2) hour lunch period. Hours shall be set by the Board of Education.
2. All full time secretaries shall work six and one half (6 1/2) hours per day, excluding a one-half (1/2) hour lunch period, as summer hours beginning the Monday following the closing of school and continuing until the first day teachers return in September. Hours shall be set by the Board of Education.
3. Overtime is defined to mean any mutually agreed upon time to be spent at one's regularly assigned duties either before or after regular daily work hours or on days other than those in the regular work week or work year. Overtime shall be rounded to the next one-half (1/2) hour. Overtime shall be compensated regular time except that the portion worked over eight (8) hours per day or over forty (40) hours a week shall be paid at time and one-half (1 1/2).

The time plus one-half rate, when applicable, shall be computed by dividing the annual salary by the number of weeks in the work year, dividing the result by the number of hours in the work week, and multiplying the latter result by one and one-half. At the option of the employee, overtime may be taken as compensatory leave, hour for hour, only at such times as shall be approved by the employee's immediate supervisor.

ARTICLE X

VACANCIES AND TRANSFERS

A. Employees

1. Vacancies

- a. All promotional vacancies affecting unit members shall be posted in faculty rooms or appropriate work locations as soon as practicable.
- b. Employees who desire to apply for vacancies must file a written statement of application with the Superintendent or his/her designee within five (5) workdays of the posting of the vacancy.

2. Transfers

- a. Employees who desire a transfer of assignment, location and/or shift must file a written statement of such desire with the Superintendent or his/her designee no later than April 30th.
- b. Protection Against Transfer: No employee will be transferred because of participation in negotiations.

ARTICLE XI
VACATIONS AND HOLIDAYS

A. Paraprofessional Employees

1. Paraprofessional employees shall be paid for one hundred eighty (180) pupil school days, plus one (1) orientation day. Paraprofessional employees may, at the discretion of the building principal, be paid to work on in-service days. Paraprofessional employees shall be paid for seven (7) legal holidays and a maximum of two (2) snowdays which actually occur.

B. Bus Drivers

1. Bus drivers will work the calendar days required for their assigned school with the base pay being one hundred eighty (180) days. Bus drivers will be paid for Christmas Day, Thanksgiving Day, and one (1) in-service day as determined by the superintendent or his designee. Any driver working more than one hundred eighty (180) days will be paid at his/her regular hourly rate for the actual hours worked those days.

C. Bus Mechanics, Custodians, and Maintenance Personnel

1. Bus mechanics, custodians, and maintenance personnel shall receive the following paid holidays: New Years Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day; in addition, bus mechanics and maintenance personnel shall receive one-half (1/2) day Christmas Eve and one-half (1/2) day New Years Eve when those days occur on scheduled work days. Bus mechanics, custodians, and maintenance personnel shall also receive the following additional paid holidays when school is closed for students - i.e., Presidents Day, Martin Luther King Jr. Day, Veterans Day. In the event that school is not closed on any or all of the above "additional holidays," no compensatory time shall be granted.

Custodians shall not work on Jewish holidays and Easter Monday if schools are not in session on those days.

2. All bus mechanics, custodians, and maintenance personnel shall be entitled to vacations with pay according to the schedule set forth below:

Two (2) weeks - After one year of employment. (Pro-rated for employees who have not completed one full year of employment by June 30th).

Three (3) weeks - After five years of employment. One additional day for every year of employment until a maximum of four (4) weeks is reached.

D. Secretaries

1. All secretaries shall be entitled to paid holidays coinciding with the days during the school year upon which the schools of the Evesham Township School District are closed for the purpose of observing such holidays pursuant to the "school calendar" adopted by the administrating body of the said school district. It is understood and agreed that secretaries will work during the summer, the period from September 1 to the start of school and from the end of school to June 30 as part of the regular work year. Twelve (12) month secretaries working in the administration building may be required to work during winter and spring vacation and during periods the school is closed for weather conditions but they shall be entitled to compensatory leave for such service. During periods the schools are closed due to weather conditions, if a secretary is required to work, said secretary shall be entitled to transportation to and from school, at said secretary's request.

2. All twelve month (12) secretaries shall be entitled to vacations with pay according to the schedule set forth below:

Two (2) weeks - After one year of employment. (Pro-rated for employees who have not completed one full year of employment by June 30th).

Three (3) weeks - After five years of employment. One additional day for every year of employment until a maximum of four (4) weeks is reached.

All ten month (10) secretaries shall be entitled to vacations with pay according to the schedule set forth below:

Eight (8) days - After one year of employment. (Pro-rated for employees who have not completed one full year of employment by June 30th).

Ten (10) month secretaries have the option of either taking eight (8) vacation days or working eight (8) days and being paid for the eight (8) days vacation, or any portion thereof.

ARTICLE XII

SABBATICAL LEAVE

A. The main purpose of sabbatical leave shall be for a teacher's professional advancement or educational travel.

1. Professional Advancement:

a. A teacher who submits a program of study for a sabbatical leave shall undertake a full program. For purposes of this Article, "full program" shall be defined as follows:

- (1) sixteen (16) hours undergraduate study per semester, or
- (2) twelve (12) hours graduate study per semester, or
- (3) the equivalent thereof.

The program submitted shall be designed to increase the teacher's understanding of educational psychology, improve the facility in teaching technique, or broaden experience in special subject fields.

b. At the beginning of each semester, the teacher must submit evidence of registration in an approved college or university. (This evidence may be submitted in the form of a letter from the registrar of the school, or the registration card from the school.)

c. At the end of each six week period, the teacher granted sabbatical leave must submit to the School Board through the Office of the Superintendent of Schools a written statement affirming that the employee is still in attendance at school.

d. At the conclusion of each semester, the teacher granted sabbatical leave shall produce evidence of the work completed during the semester.

2. Educational Travel:

a. A teacher who desires to travel must submit a complete statement of the proposed itinerary. Acceptable travel is defined as travel in foreign countries or travel that will enrich the teacher's experience and understanding of other people and other cultures.

b. Each month during the leave of absence, the teacher shall submit to the School Board through the Office of the Superintendent of Schools a letter showing the progress of his or her travel up to that period of time, or any change in itinerary.

c. Visit and observe an average of one school a month during sabbatical leave. If possible, observe in a minimum of two (2) different classrooms in each school. Observe for a minimum of one (1) hour in each room.

d. Visit places of educational interest, make notes and gather material that will give a broader educational background. Submit a list of these places.

e. At the conclusion of the leave of absence, a written report shall be submitted to the Board of Education through the Office of the Superintendent of Schools giving in detail a description of the travel and experience during the leave of absence.

B. A teacher shall be granted a sabbatical leave of absence after seven years of employment in the Evesham Township School District.

C. Sabbatical leave shall be granted at the discretion of the Board, based upon program value, to no more than one teacher within the district during a given school year.

D. Application for Sabbatical Leave

- 1. Must be made no later than January 1, preceding the school year for intended leave.
- 2. Must have a detailed written statement attached to application giving the purpose of the leave, plan of the activity to be pursued, and anticipated value of the experience to the individual in improving his/her professional competency and ability to serve the system.

E. The sabbatical leave time period is one contractual year, September through June.

F. Reimbursement will be as follows:

- 1. Reimbursement will be granted at the rate equal to fifty percent of the salary the teacher would have received if he/she remained on duty.
- 2. Payment or reimbursement to be made in accordance with regular payroll dates.

G. While on leave, the teacher shall not engage in gainful employment except by written agreement with the Board. Scholarships and fellowships do not constitute gainful employment.

H. Sabbatical leave time shall be recognized for the purposes of salary increment and pension eligibility.

I. General conditions governing sabbatical leave are:

1. Five contractual teaching years must have passed since the first sabbatical for a teacher to become eligible for another.
2. The teacher shall agree in writing to return to his/her position (or a comparable one) in the school system for a period of at least two years following the completion of his/her leave. In the event the teacher does not return, he/she shall reimburse the Board of Education for the amount of money received for sabbatical leave.

ARTICLE XIII

MATERNITY AND CHILDRARING LEAVE

A. Employees

Maternity leave shall refer to a leave of absence during which an employee is unable for medical reasons to come to work. It shall be treated as sick leave and subject to all the requirements of such leave. When an employee either before or after delivery of a child, is deemed to be physically able to return to work, such leave shall end.

The determination of whether or not an employee is physically able to return to work will be by her own doctor. The Board may, however, require that she be examined by a doctor of its choice. In the event the two doctors disagree, then they shall, if possible, choose a third doctor whose opinion shall be binding; and, in the event that no agreement can be reached as to the third doctor, then application will be made for an appointment to the Burlington County Medical Society. In any event, said third doctor's opinion shall be binding.

B. Teachers

Childrearing leave shall refer to a leave of absence without pay to allow a teacher to be with a new child by birth, adoption or marriage. It shall be granted only in conformity to the provisions which follow:

1. Childrearing leave shall be granted only to teachers holding tenure under the Tenure Act, except that nontenured teachers will be granted leave only to the end of the then current school year.
2. Notice of intention to take a childrearing leave must be made within sixty (60) days prior to the time that leave is scheduled to begin.
3. The leave shall commence on the date requested or such earlier date when the teacher cannot or requests not to continue working.
4. At the time of giving the notice of intention for childrearing leave, the teacher shall elect to have the leave extended either for the remainder of the year in which it is commenced and/or for the following year as well, in either case terminating on September 1.
5. No pay, sick leave, insurance benefits or other financial contribution shall be made to a teacher during childrearing leave.

6. In the event that a teacher's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request therefore with the superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave had been originally requested or granted and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the teacher in question was assigned and seeks to be reinstated.
7. After the grant of childrearing leave to any teacher, the Board will give reasonable consideration to request from the teacher for either the extension or reduction of the period of leave so granted.
8. The Board of Education and the superintendent do not guarantee the assignment of teachers the same buildings or same assignment they held prior to the leave of absence.

ARTICLE XIV

MISCELLANEOUS

- A. Full-time kindergarten teachers shall be guaranteed sixty (60) minutes for lunch and preparation purposes except during inclement weather and other emergencies when provision must be made for classroom coverage by kindergarten teachers. In addition, kindergarten teachers shall receive, for each class taught, one (1) special subject period per week for preparation. The length of that period shall be comparable to that of other classroom teachers. The term "week" as used herein shall mean five, consecutive, full days of school (Monday through Friday).
- B. Teachers will be required to conduct parent conferences on up to two (2) evenings in each school year. Said conferences shall not be scheduled for more than three (3) hours per evening, but teachers will be permitted to leave once all evening conference obligations have been fulfilled. Teachers who hold evening conferences shall be compensated at the rate of twenty-eight dollars (\$28) per hour. All teachers conducting evening conferences shall be guaranteed a minimum of one (1) hour; all time thereafter shall be rounded to the next quarter hour. No evening conferences shall be scheduled after 9:30 p.m. nor the day before a holiday.

ARTICLE XV

SEVERABILITY

A. If any provision of the agreement or any application of this agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE XVI

BOARD'S RIGHTS

A. The parties hereby recognize the rights of the Board, in conformance with the laws of the state of New Jersey and rulings of the State Board of Education, as well as the Board's reserved rights. Said rights must be exercised in a manner consistent with the terms of this Agreement.

ARTICLE XVII

REPRESENTATION FEE

A. Implementation

This provision shall become effective July 1, 1991.

B. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. Said fee shall conform to the rules and regulations promulgated by the Public Employment Relations Commission.

2. The representation fee shall be set at eighty-five percent (85%), the maximum allowed by law, which offsets the costs of the majority representative relative to negotiations, grievances, contract maintenance and other activities of employee representation.

D. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will then deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount to the Association.

H. New Employees

2. Payroll Deduction Schedule

Upon annual written notification that the Association has adopted and implemented a "demand and return system" pursuant to PERC and applicable Federal and State laws/regulations, the Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) twenty (20) days after receipt of the aforesaid list by the Board; or
- (b) sixty (60) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid twenty (20) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

I. Indemnification

The Association shall defend, indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

E. Termination of Employment

If an employ who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

F. Mechanics

Except as otherwise provided in this Article, the mechanics for the deductions of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

G. Changes

The Association will notify the Board in writing of any changes in the list provided for in Section C above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice. Deductions shall be made February 1 and/or June 15 for such changes.

ARTICLE XVIII
DURATION OF AGREEMENT

This agreement shall become effective as of July 1, 1990, and shall continue in effect until June 30, 1992.

In witness thereof, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon.

EVESHAM TOWNSHIP EDUCATION ASSOCIATION

WITNESS:

Elizabeth A. Truschi

Secretary

Kathleen A. Mc Hale

President

EVESHAM TOWNSHIP BOARD OF EDUCATION

ATTEST:

John T. Bigley

Secretary

Walter Cleary

President

Schedule A
1990-91 TEACHERS SALARY GUIDE

YEAR(S)	STEP	B.A.	B.A.+30*	M.A.	M.A.+30*	PHD
1	1	24688	25688	27688	28688	30688
2	2	25485	26485	28485	29485	31485
3	3	26314	27314	29314	30314	32314
4	4	27174	28174	30174	31174	33174
5	5	28066	29066	31066	32066	34066
6-10	6	28990	29990	31990	32990	34990
11	7	29944	30944	32944	33944	35944
12	8	30931	31931	33931	34931	36931
13	9	31950	32950	34950	35950	37950
14	10	32999	33999	35999	36999	38999
15	11	34080	35080	37080	38080	40080
16	12	35194	36194	38194	39194	41194
17	13	36338	37338	39338	40338	42338
18	14	37514	38514	40514	41514	43514
19	15	38722	39722	41722	42722	44722
20	16	41873	42873	44873	45873	47873
21	17	45025	46025	48025	49025	51025

- A \$500 longevity will be given during years 16 through 20 of service in the District.
- A \$750 longevity will be given during years 21 through 25 of service in the district.
- A \$1000 longevity will be given during years 26 and more of service in the district.

*Plus 30 is defined as beyond the degree.

Notwithstanding the experience levels set forth hereinabove, nothing contained in this Agreement shall restrict or prevent the Board from exercising its statutory right to determine initial placement on the salary guide in accordance with N.J.S.A. 18A:29-9.

SCHEDULE B
1991-92 TEACHERS SALARY GUIDE

YEARS(S)	STEP	B.A.	B.A.+30*	M.A.	M.A.+30*	PHD
1	1	26030	27230	29230	30230	32230
2	2	26871	28071	30071	31071	33071
3	3	27745	28945	30945	31945	33945
4	4	28652	29852	31852	32852	34852
5	5	29592	30792	32792	33792	35792
6	6	30566	31766	33766	34766	36766
7-11	7	31572	32772	34772	35772	37772
12	8	32613	33813	35813	36813	38813
13	9	33687	34887	36887	37887	39887
14	10	34793	35993	37993	38993	40993
15	11	35933	37133	39133	40133	42133
16	12	37107	38307	40307	41307	43307
17	13	38313	39513	41513	42513	44513
18	14	39554	40754	42754	43754	45754
19	15	40827	42027	44027	45027	47027
20	16	44676	45876	47876	48876	50876
21	17	48525	49725	51725	52725	54725

A \$500 longevity will be given during years 16 through 20 of service in the district.

A \$750 longevity will be given during years 21 through 25 of service in the district.

A \$1000 longevity will be given during years 26 and more of service in the district.

*Plus 30 is defined as beyond the degree.

Notwithstanding the experience levels set forth hereinabove, nothing contained in this Agreement shall restrict or prevent the Board from exercising its statutory right to determine initial placement on the salary guide in accordance with N.J.S.A. 18A:29-9.

SCHEDULE C
1990-92

The following regulations shall be used for extra class activities:

- 1 All after school activities must be approved by the school principal, superintendent and the Board.
2. All after school activities may be created or stopped by the Board at any time during the school year and may limit the time or dollars spent on certain activities. After the school activity has been approved and the Board decides to stop the activity, the teacher will be paid for the amount of time s/he spent on the activity before abolishment, but no less than 15 percent of the total amount of hours to which have been agreed.
3. For approved activities, individuals, as needed, will be issued contracts at the following rates:

	1990-91	1991-92
Intramural Sports (= > 62 hours)	843	927
Intramural Sports (< 62 hours)	13.79/hr	15.17/hr
BOARD APPROVED CLUBS	1990-91	1991-92
Drama (2 advisors) - (Shared)	1100	1331
Student Council -	1100	1331
Band/Orchestra -	BAND 1100	1331
	Orchestra 1100	1331
	Jazz Band 1100	1331
Chorus -	1100	1331
Yearbook - (Shared)	1100	1331
Cheerleading -	1100	1331
Safety Patrol Teachers (25 hrs.) -	340	375
Other Board Approved Clubs -	13.79/hr	15.17/hr
INTER SCHOLASTIC SPORTS	1990-91	1990-91
	HEAD	ASST
Field Hockey -	1210	605
Soccer -	1210	605
Soccer (girls)	1210	605
Basketball (boys) -	1694	847
Basketball (girls) -	1694	847
Basketball (6th) -	1210	605
Softball (boys) -	1210	605
Softball (girls) -	1210	605
Track (boys) -	1210	605
Track (girls) -	1210	605
Baseball (boys) -	1210	605
	1991-92	1991-92
	HEAD	ASST
Field Hockey -	1331	666
Soccer -	1331	666
Soccer (girls)	1331	666
Basketball (boys) -	1863	932
Basketball (girls) -	1863	932
Basketball (6th) -	1331	666
Softball (boys) -	1331	666
Softball (girls) -	1331	666
Track (boys) -	1331	666
Track (girls) -	1331	666
Baseball (boys) -	1331	666

SCHEDULE D-1

1990-91 PARAPROFESSIONAL EMPLOYEES SALARY GUIDE
HOURLY WAGE

STEP	LIBRARY CLERK	CLASSROOM AIDE	HEALTH AIDE	TEACHER ASST.
1	7.11	7.46	9.84	11.94
2	7.31	7.64	10.03	12.14
3	7.50	7.83	10.23	12.33
4	7.69	8.02	10.42	12.53
5	7.89	8.22	10.62	12.72
6	8.08	8.41	10.81	12.92
7	8.27	8.60	11.00	13.11
8	8.47	8.79	11.21	13.31
9	8.66	8.99	11.40	13.50
10	8.86	9.18	11.60	13.69
11	9.05	9.37	11.79	13.89
12	9.24	9.56	11.99	14.08
13	9.44	9.75	12.18	14.28
14	9.63	9.95	12.37	14.47
15	9.83	10.15	12.57	14.67
16	10.03	10.35	12.76	14.86

SCHEDULE D-2

1991-92 PARAPROFESSIONAL EMPLOYEES SALARY GUIDE
HOURLY WAGE

STEP	LIBRARY CLERK	CLASSROOM AIDE	HEALTH AIDE	TEACHER ASST.
1	7.66	7.94	10.58	12.86
2	7.86	8.14	10.79	13.06
3	8.07	8.34	11.00	13.27
4	8.28	8.55	11.20	13.48
5	8.49	8.76	11.41	13.69
6	8.70	8.98	11.62	13.90
7	8.91	9.19	11.83	14.11
8	9.12	9.40	12.05	14.32
9	9.32	9.60	12.26	14.53
10	9.53	9.80	12.47	14.74
11	9.74	10.02	12.68	14.95
12	9.95	10.24	12.89	15.16
13	10.16	10.44	13.09	15.37
14	10.37	10.64	13.30	15.58
15	10.59	10.84	13.51	15.78
16	10.79	11.04	13.72	15.99

NOTE: Teaching assistants who have a valid New Jersey teaching certificate shall receive an additional fifty cents (\$.50) per hour worked.

Classroom Aides who have a valid New Jersey teaching certificate shall receive an additional fifty cents (\$.50) per hour worked.

NOTE: Teaching assistants who have a valid New Jersey teaching certificate shall receive an additional fifty cents (\$.50) per hour worked.

Classroom Aides who have a valid New Jersey teaching certificate shall receive an additional fifty cents (\$.50) per hour worked.

SCHEDULE E-2

1991-92 SUPPORT STAFF EMPLOYEES SALARY GUIDE
HOURLY WAGE/SALARY

SCHEDULE E-1

1990-91 SUPPORT STAFF EMPLOYEES SALARY GUIDE
HOURLY WAGE/SALARY

STEP	BUS DRIVER	MAINTENANCE STAFF	BUS MECHANIC
1	11.92	23471	23471
2	12.11	23728	23730
3	12.30	23985	23989
4	12.47	24243	24248
5	12.65	24501	24507
6	12.84	24758	24767
7	13.01	25016	25025
8	13.20	25274	25285
9	13.37	25531	25543
10	13.55	25789	25803
11	13.74	26046	26062
12	13.91	26304	26321
13	14.10	26562	26580
14	14.28	26819	26839
15	14.45	27078	27098
16	14.64	27336	27358
17	14.82		

Bus drivers with more than 10 years of service in the district will receive an additional \$100 in longevity. Maintenance personnel and bus mechanics with more than 9 years of service in the district will receive an additional \$150 in longevity.

Notwithstanding Article IV, C.3. paragraph 3 (p.12), the presently employed head mechanic as of March 1, 1988 shall receive an annual total stipend of \$3795 above his appropriate step on the salary guide.

STEP	BUS DRIVER	MAINTENANCE STAFF	BUS MECHANIC
1	12.88	25363	25502
2	13.09	25641	25783
3	13.29	25919	26065
4	13.48	26198	26346
5	13.68	26477	26628
6	13.88	26754	26910
7	14.07	27033	27191
8	14.27	27312	27473
9	14.45	27590	27754
10	14.65	27869	28036
11	14.85	28147	28318
12	15.04	28425	28599
13	15.24	28704	28881
14	15.44	28982	29161
15	15.62	29261	29443
16	15.82	29540	29725
17	16.02		

Bus drivers with more than 10 years of service in the district will receive an additional \$100 in longevity. Maintenance personnel and bus mechanics with more than 9 years of service in the district will receive an additional \$150 in longevity.

Notwithstanding Article IV, C.3. paragraph 3 (p.12), the presently employed head mechanic as of March 1, 1988 shall receive an annual total stipend of \$3795 above his appropriate step on the salary guide.

**SCHEDULE F-1
1990-91 SECRETARIAL PERSONNEL SALARY GUIDE**

STEP	12 MONTH	10 MONTH
1	14087	11734
2	14620	12179
3	15154	12623
4	15687	13067
5	16220	13512
6	16754	13956
7	17287	14400
8	18888	15733
9	19421	16178
10	19954	16622
11	20488	17066
12	21021	17511
13	21768	18133
14	22301	18577
15	22835	19021
16	23368	19466
17	23902	19910
18	24874	20720

All twelve (12) month bookkeepers will be paid \$1,000 over the twelve (12) month secretaries scale and \$1,500 after five (5) years with the district.

All ten (10) month secretaries shall be paid 10/12 (.833) of the appropriate twelve (12) month scale.

After twenty (20) years in the district, secretaries shall receive an additional \$500.

**SCHEDULE F-2
1991-92 SECRETARIAL PERSONNEL SALARY GUIDE**

STEP	12 MONTH	10 MONTH
1	14829	12353
2	15391	12820
3	15952	13288
4	16514	13756
5	17075	14224
6	17637	14691
7	18479	15393
8	19321	16094
9	20163	16796
10	21006	17498
11	21567	17966
12	22129	18433
13	22915	19088
14	23477	19556
15	24038	20024
16	24600	20492
17	25161	20959
18	26913	22419

All twelve (12) month bookkeepers will be paid \$1,000 over the twelve (12) month secretaries scale and \$1,500 after five (5) years with the district.

All ten (10) month secretaries shall be paid 10/12 (.833) of the appropriate twelve (12) month scale.

After twenty (20) years in the district, secretaries shall receive an additional \$500.

SCHEDULE G-1
1990-91 CUSTODIAL PERSONNEL SALARY GUIDE

STEP	CLASS 1	CLASS 2
1	21371	18308
2	21589	18526
3	21807	18744
4	22025	18962
5	22243	19180
6	22461	19398
7	22679	19616
8	22897	19834
9	23115	
10	23333	
11	23551	
12	23769	
13	23987	
14	24205	
15	24423	
16	24641	

Custodians with more than 9 years of service in the district will receive an additional \$150 in longevity.

SCHEDULE G-2
1991-92 CUSTODIAL PERSONNEL SALARY GUIDE

STEP	CLASS 1	CLASS 2
1	23183	20120
2	23401	20338
3	23619	20556
4	23837	20774
5	24055	20992
6	24273	21210
7	24491	21428
8	24709	21646
9	24927	
10	25145	
11	25363	
12	25581	
13	25799	
14	26017	
15	26235	
16	26453	

- Custodians with more than 9 years of service in the district will receive an additional \$150 in longevity.

**SCHEDULE H-1
1990-91 FOOD SERVICE WORKERS SALARY GUIDE**

STEP	CAFETERIA HELPERS	CAFETERIA WORKERS
1	6.06	6555
2	6.26	6761
3	6.46	6967
4	6.64	7174
5	6.84	7380
6	7.04	7600
7	7.23	7806
8	7.42	8013
9	7.62	8231
10	7.81	8438
11	8.00	8644
12	8.21	8864
13	8.40	9069
14	8.59	9277
15	8.79	9496
16	8.99	9703
17		9909

Food Service Workers with more than 10 years of service in the district will receive an additional \$100 in longevity.

**SCHEDULE H-2
1991-92 FOOD SERVICE WORKERS SALARY GUIDE**

STEP	CAFETERIA HELPERS	CAFETERIA WORKERS
1	6.40	6933
2	6.62	7158
3	6.83	7383
4	7.05	7608
5	7.25	7834
6	7.47	8059
7	7.68	8299
8	7.90	8524
9	8.10	8750
10	8.32	8988
11	8.53	9214
12	8.74	9439
13	8.96	9680
14	9.17	9904
15	9.38	10130
16	9.60	10369
17	9.81	10596
18		10821

* Food Service Workers with more than 10 years of service in the district will receive an additional \$100 in longevity.